

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

**IN RE PHARMACEUTICAL INDUSTRY
AVERAGE WHOLESALE PRICE
LITIGATION**

MDL No. 1456

CIVIL ACTION: 01-CV-12257-PBS

Judge Patti B. Saris

**AFFIDAVIT OF CHRISTOPHER E. BRECHT OF
CARDAY ASSOCIATES, INC., FUND ADMINISTRATOR FOR
MAN-U SERVICE CONTRACT TRUST FUND**

I, Christopher E. Brecht, under the penalty of perjury, hereby declare as follows:

1. I am the Chief Operating Officer of Carday Associates, Inc., which serves as administrator of the Man-U Service Contract Trust Fund. ("MAN-U"). I have full knowledge of the matters stated herein, and could and would testify hereto if necessary.

2. MAN-U is an "employee welfare benefit plan" and "employee benefit plan" maintained pursuant to section 302(c)(5) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. 186(c)(5), and as defined by section 1002(1) and (3) of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. 1001, et seq.

3. MAN-U's office from which it pays medical benefits, including benefits for prescription drugs, is located in Beltsville, Maryland.

4. Pursuant to the Agreement and Declaration of Trust under which it was created, MAN-U provides comprehensive health care benefits to approximately 1200 persons, consisting of participants who are employed under various collective bargaining agreements and their dependents. MAN-U's participants and beneficiaries are employed

throughout the United States and made purchases of defendants' drugs in, among other states, Pennsylvania, Maryland and Delaware.

5. MAN-U's health and medical benefits are provided under written benefit plans. MAN-U has generally provided prescription drug coverage under its prescription benefit program as follows:

a. In the early 1990s, MAN-U contracted with Prescription Drugs Inc. ("PDI"), a pharmacy benefit manager, to administer MAN-U's prescription drug plan. Under the terms of the contract, MAN-U paid PDI the average wholesale price ("AWP") for all brand name prescription drug purchases made by its members as well as a professional and administrative fee for the PBM's services.

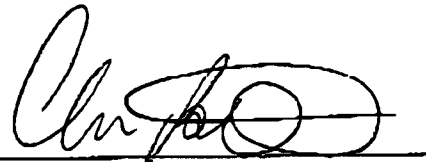
b. In approximately March 1993, MAN-U contracted with Associated Prescription Services ("APS"), a pharmacy benefit manager, to administer MAN-U's prescription drug plan. With respect to this arrangement, MAN-U paid its PBM for all brand name prescription drug purchases made by its members at a price based on the average wholesale price ("AWP"). APS was later acquired by ValueRX, and ValueRX was later acquired by Express Scripts, Inc.

c. As of September 1, 1999, MAN-U contracted with Express Scripts, Inc. ("ESI"), a pharmacy benefit manager, to administer MAN-U's prescription drug plan. Under the terms of this contract, MAN-U pays ESI for all brand name and generic prescription drug purchases made by its members at a price based on AWP. MAN-U also pays ESI for all mail order purchases made by its members at a price based on AWP.

6. During the Class Period, MAN-U paid for certain pharmaceuticals, based on AWP, that were manufactured by each of the Defendants as set forth at Appendix B of the AMCC.

7. MAN-U has been actively involved in the prosecution of this litigation and has enlisted the assistance of skilled and experienced class action counsel. MAN-U's interests are not antagonistic to the interests of the members of the proposed Class.

8. MAN-U does not have the economic ability or incentive to prosecute a case of this magnitude individually against such well-financed defendants in this litigation and therefore believes that a class action is a superior way in which to redress the wrongs alleged as to MAN-U and the other members of the class it seeks to represent.



Christopher E. Brecht
Chief Operations Officer
Carday Associates, Inc.

Subscribed to before me this 1st day
of September, 2004.



Notary Public

My Commission expires Nov. 1, 2004